

Acknowledgement of Risk and Waiver of Liability

**Service Provider: Highrise Allstar Cheerleading Pty Ltd (Highrise)
Acting as Highrise Sports Centre; Highrise Dance; Highrise Parkour & Freerunning Academy,**

Name of Participant: _____

Address of Participant: _____

Date of Birth of Participant: _____

Contact Person & Phone Number: _____

Risk Warning and Acknowledgement

1. Participation at Highrise including, but not limited to, stunting, climbing, swinging, tumbling, flipping, dancing and jumping ('the Recreational Activities') supplied by Highrise Allstar Cheerleading Pty Ltd ('the Service Provider') involves risks, including the risk of personal injury and death ('the Risks generally'). Particular risks include:
 - Twists, sprains, Broken Bones and or physical injury;
 - Spinal Injury;
 - Paralysis; and
 - Death('the Particular risks')
2. Before you participate in the Recreational Activities, you should ensure that you are aware of, and properly understand, all of the risks involved in the Recreational Activities, and that those risks will include any particular risks associated with any health condition from which you suffer.
3. By signing this document, you acknowledge, agree and understand that your participation in the Recreational Activities provided by the Service Provider may involve the:
 - Risks generally; and
 - Particular risks described above.
4. By signing this document, you acknowledge, agree and understand that you engage or participate in the Recreational Activities voluntarily and at your own risk and agree to assume full responsibility for the Risks generally and the Particular risks.
5. By signing this document, you also acknowledge, agree, and understand that the risk warning above constitutes a 'risk warning' for the purposes of the relevant legislation, including for the purpose of Section 5M of the *Civil Liability Act* 2002 (NSW).

Waiver & Release

6. Section 139A of *Competition and Consumer Act, 2010 (Clth)* permits the Service Provider of the Recreational Activities and associated services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (Clth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services).
7. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law (including by section 5N of the *Civil Liability Act* 2002 (NSW) and section 139A of the *Competition and Consumer Act* 2010 (Cth)):
 - a. Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Service Provider and its servant and agents, in relation to the Recreational Activities if the Recreational Activities or associated services were not provided to you in accordance with any express or implied

warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and

- b. You (or the person for whom or on whose behalf you are acquiring the services) release the Service Provider, its servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.
8. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Service Provider in relation to recreational services (as that term is defined in the *Australian Consumer Law* (Clth) and any similar state laws) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any:
- a. death;
 - b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease;
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community;
 - iii. that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.
9. By signing this document, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive, release and discharge the Service Provider and its servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the Service Provider, its servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the Recreational Activities, whether caused by the negligence of the Service Provider, its servant and agents, or otherwise and you (or the person for whom or on whose behalf you are acquiring the services) covenant not to sue the Service Provider and its servants and agents in respect of any such claim.
10. By signing this document, you acknowledge, agree and understand that:
- a. The Service Provider will permit you to participate in the Recreational Activities, and provide you with the associated services, in part in consideration of you signing this document;
 - b. The Service Provider may rely on this document in any proceedings commenced in any Court by you or by your heirs, executors and assigns; and
 - c. The law of New South Wales governs this document.
11. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the Service Provider, its servants and agents, from any claims by signing this document, however the Service Provider may refuse to allow you to participate in the Recreational Activities, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the Service Provider, its servants and agents, by signing this document. In signing this document, you understand you (or the person for whom or on whose behalf you are acquiring the services) are giving up substantial rights, but agree to sign the document freely and voluntarily nonetheless. **Even if you sign this document, you may still have further legal rights.**

Signed and executed by person,
parent, guardian or
responsible person
performing parental
responsibilities:

Name: Sign:

Date: